

1859-006  
Lee Co.

Chancery Causes: Wesley Ball vs. George W. M. Fergusson

Jack~, Fergusson, Hall, Allen, Venable, Peters, Seale, Carroll,  
Sims, Kinser, Daugherty

CA-Debt

T-Property  
Slavery



To the Worshipful the County Court of Lee County  
in chancery sitting. The bill of Complaint of  
Charles Ball of said County respectfully represents  
that on the 2<sup>nd</sup> day of July 1857 your orator  
owned a certain Jack which George W M Ferguson  
desired to purchase and proposed to give your orator  
the sum of \$115, 00 for the Jack in a constables receipt  
executed to him by John Peters for the collection  
of certain notes and accounts therein specified  
and also in a list of accounts on various persons  
which constables receipt and list of accounts the said  
Ferguson represented as being equal to cash which  
your orator believed, and agreed to take there in  
payment for said Jack at the said price of \$115 00  
and the said Ferguson on the said 2<sup>nd</sup> day of  
July 1857 assigned the said constables receipt and  
said list of accounts to your orator without  
recourse which are herewith filed as part of  
this bill marked (A) and (B), The amount  
appearing due on said constables receipt and list  
of accounts from the face of the papers overpaid  
for said Jack the sum of \$15, 00 for which sum  
your orator executed his note to said Ferguson  
The said Ferguson represented to your orator that  
the said constables receipt and list of accounts were  
good and uncollected and assigned them as aforesaid  
to your orator and at the time that he assigned



them to your orator in the said Ferguson  
had received most of the money, nearly all, that  
had been due on said consables receipt and  
list of accounts assigned as aforesaid to your  
orator for said Jack and under con-  
misrepresentations the said Ferguson for-  
mally obtained from your orator his said Jack  
and note for \$15.00 and perpetrated such a  
fraud upon your orator in the said transaction  
as renders it proper that the said contract  
should be rescinded and your orator placed  
in statu quo. And your orator being  
without an adequate remedy at common  
law and relievable only in a court of  
equity, his prayer therefore is that the said  
George W. M. Ferguson be made a party defendant  
to this bill and be required to make full true  
and perfect answer thereto on oath that  
upon a final hearing of the cause a  
decree be rendered by your worships res-  
cinding the said contract entered into as  
aforesaid between your orator and said  
Ferguson and placing your orator in  
statu quo that in the event the said Jack be  
disposed of by said Ferguson a decree be rendered  
in favour of your orator against said Ferguson  
for the said sum of \$115.00 the price of said Jack with  
interest thereon from the said 27<sup>th</sup> day of July  
1857 that by said decree the said Ferguson



be compelled to deliver into court the said  
\$15.00 note of your orator to be cancelled  
and in the mean time that an injunction  
be granted by your worships to restrain  
the said Person from proceeding to  
it from your orator the said  
\$15.00 note and that such other and  
~~that or other~~ further relief be  
accorded by your worships to your  
orator in the premises as to justice  
and equity belongs and is suited  
to the particular circumstances of his  
case May it please your worships to  
grant the Commonwealth the writ of  
Habeas Corpus &c

Sharp & Kane

Subscribed in open court

15th March 1858

Attest J. W. S. Morrison lsd



Orsley Bell

vs { Bell

G. W. M. Ferguson

Exhibits A, B, enclosed

\$500000 Injunction

Granted according  
to the prayer of the  
Bell

~~Aug 15. 1858. Set for hearing by the Plf.~~  
~~at the 10th Term~~

1858. Aug. & September continued

~~October set for hearing by Plf.~~

1858 Nov. reus. Court for hearing

Nov. Term Dec. 1858

Plf. cost	Plf. cost
c 1.00	c 5.33
a 1.11	a 5.00
cost 66	cost 2.00
c 1.00	justice 5.50
	W. 3.00
	20.83
	copy paid 0.10



To The Hon Samuel V Fulkerson Judge of  
the Circuit Court of Lee County. The Petitioner  
of Wesley Ball of said County respectfully  
represents that heretofore to wit on the 15<sup>th</sup> day  
of March 1858 your Petitioner filed his bill in  
chancery in the County court of Lee County against  
George W M Ferguson for the purpose of rescinding  
a contract upon the grounds of fraud in its procurement  
which the said Ferguson had made with your  
Petitioner in the purchase of a Jack from him  
and by said bill your petitioner obtained an  
injunction to restrain the said Ferguson from  
proceeding to collect from your petitioner a note  
of \$15, 00 that your Petitioner had executed to said  
Ferguson in said trade which note was by said  
bill also sought to be cancelled - Your Petitioner  
tendered in open Court the security in the injunction  
which was received by the Court and your petitioner  
and his security signed what the Clerk called the  
injunction <sup>bond</sup> which was believed by your Petitioner  
to be all right and thereupon process issued which  
duly executed upon the Deft Ferguson and  
returned by the Sheriff to the Clerks Office of said  
Court but subsequently lost or mislaid by the Clerk  
whose habits were very careless in relation to the  
business of his office. The said Deft Ferguson  
though served with process did not appear and  
answer your Petitioners bill and your  
Petitioner proceeded to take his testimony in  
support of the allegations of his bill and by  
his counsel directed the case to be set for hearing  
which was placed by the Clerk upon the issue docket  
of said Court for trial. On the 16<sup>th</sup> day of November  
1858 the Deft by counsel moved the Court to  
dismiss your Petitioners said bill upon the grounds



that no injunction bond had been executed except a blank bond and to quash the ~~spa~~ in the case because it had improperly issued whereupon your Petitioner by counsel moved the Court to make a nunc pro tunc order permitting your Petitioner to then in court execute the injunction bond which he had before in open court executed (as he thought) but which the Clerk through neglect had failed to take in proper form and your Petitioner by his counsel also moved the Court to take up and try the said case upon its merits which stood upon the issue docket as aforesaid for trial but the Court quashed the ~~spa~~ in the case and dismissed the bill and ordered the cause to be stricken from the docket all which will more fully appear by reference to the transcript of the Record of said case accompanying this petition.

Your Petitioner is aggrieved by the rendition of said decree by the said County Court dismissing his said case and refusing to hear the same on its merits and your Petitioner is advised that the said decree is erroneous and ought to be reversed. 1<sup>st</sup> Because the said Deft having failed to appear and answer in obedience to the process of the Court which had been duly served upon him, stood in contempt of the process of the Court and his motion should not have been entertained which sought to avoid the merits of the case, but he should have been required to answer and his answer should not have delayed the trial of the case.

2<sup>dly</sup> Because if no injunction bond had been given the case stood as an original case to be tried upon its merits in relation to the fraud charged for rescinding the contract and the Court therefore erred in dismissing the bill because no bond had been given or if an

injunction bond had been given and the Court had dissolved the injunction it would have been error in the Court to have dismissed the bill as sufficient matter exists in the case for carrying it on as an original case, which has upon its face a further object than the mere injunction that relates to a very small portion of the case 2<sup>nd</sup> Jackson 489 - 4<sup>th</sup> Mun 490 - 6 Mun 397 ~~and now in the case of a nunc pro tunc order it would have been error to dismiss the bill at the time of the dissolution of the injunction~~ 3<sup>dly</sup> As the failure in the execution of the injunction bond was the error of the Clerk the Court ought to have corrected that error of the Clerk by permitting the Complainant to execute the bond under a nunc pro tunc order and the Court erred in refusing to allow the Plf to execute the bond who stood ready in court to execute the bond when he moved the Court for leave to do so.

4<sup>thly</sup> The Court erred in refusing to try the case upon its merits which stood upon the issue docket for trial, <sup>being</sup> a case of gross fraud practiced by the Deft upon the Complainant which is fully made out by the proofs in the case.

For these and other reasons to be assigned at bar your Petitioner is advised that the said decree of the said County Court is erroneous and ought to be reversed and annulled and as in duty bound your Petitioner will ever pray &c  
Wesley Ball Petitioner by  
his attorneys

I am humbly of opinion that there is error in the decree and proceedings complained of in the foregoing petition sufficient to reverse the said decree and that the same ought to be reversed and annulled  
Henry S. Kline counsel practicing  
in the County & Circuit Courts of Lee County



Wesley Ball

vs Petition

George W. M. Ferguson

Filed May 11th 1859  
Wm Hamilton



Virginia

A Circuit Court continued and held for Lee County  
at the Court House thereof on Thursday the 12<sup>th</sup> day of May  
1857

Wesley Ball

Compt

vs  
George W. M. Ferguson

Def't

In Chancery

On an appeal from the  
decision of the County Court

dissolving in dismissing the bill

This Cause came on this 12<sup>th</sup> day of May 1857 to be heard  
on the transcript of the record of the proceedings in the  
County Court of Lee County and was argued by counsel  
and the Court is of Opinion, that the said County Court  
erred in not permitting the p<sup>l</sup>ff Ball to give bond  
with security on the injunction as to the fifteen dollars  
that the said County also erred in dismissing the p<sup>l</sup>ffs  
bill, and it is further considered by the Court that  
the decree of the said County Court be reversed & annulled  
and that the p<sup>l</sup>ff recover of the Def't the costs of the appeal  
by him unjustly expended that the Cause be reinstated  
in this Court and that unless the Compt or some  
person for him execute bond with good security in  
the penalty of thirty dollars with proper conditions  
within one month, the injunction heretofore granted  
him in this case is to stand dissolved.

Bond given

Liste

R. M. Hamblen Clk



Wesley Ball

W { Pierce

C. W. M. Ferguson



Wesley Ball } In Chancery  
205 } on an appeal from the decision of the  
George W M Ferguson } County Court of Sec, dissolving in-  
} junction & dismissing Pltffs bill.

This cause came on this 12<sup>th</sup> day of May 1859, to be heard on the Transcript of the record of the proceedings of the County Court of Sec County, and was argued by Council, and the Court is of the opinion that the said County Court erred in not permitting the Pltff Ball to give bond with security on the injunction as to the fifteen Dollar judgment, that the said County Court also erred in dismissing the Pltffs bill; and it is further considered by the Court, that the decree of the said County Court be reversed & annulled, and that Pltff recover of Deft the Costs of the appeal by him unjustly expended, that the Cause be reinstated & retained, in this Court, and that unless the Complt, or, some person for him, executes bond, with good security in the penalty of Thirty Dollars with proper conditions within one month, the injunction heretofore granted him in this case is to stand dissolved.



Wesley Ball

25

G W M Hordern

decreas Entom 19348







11/11/11

James

Wesley Hall

11/11/11



The deposition of William O. Hall, taken pursuant to notice, at the Court House of See County Virginia, on the 1<sup>st</sup> day of October 1858. to be read as evidence on behalf of Wesley Ball, in a certain suit <sup>in Chancery</sup> now pending in the County Court of See County Virginia, wherein said Ball is Plaintiff and George W. M. Ferguson is Defendant.

William O. Hall a witness of lawful age, after being duly sworn, deposes and says.

Question by Pltff, — Were you present at John D. Sims's barn lot, when Pltff. and Defendant traded in relation to the exchange of a certain Jack Ass ~~for~~ which ~~Pltff~~ let ~~Pltff~~ Deft have for ~~some~~ a receipt on John Peters, a constable in Kentucky for notes & accounts put into his hands by Deft for collection and also a list of accounts? If so ~~what~~ what occurred on that occasion? And the conversation that took place between the parties in relation to said debts?

Answer

I was not Present when the Parties traded but Passed through <sup>Shortly afterwards</sup> the lot, & went home & came to Pltff at the mill. He was leading the Jack, & asked him what he gave for him he replied one hundred & fifty dollars. I have no recollection about what was said about the notes & accounts. my recollection is that Joel M. Ferguson was not in the lot when I Passed through it but saw Sims. & Pltff & Deft. there and further this deponent saith not.

Wm. O. Hall

Virginia See County to-wit:—

I, William Marshall, a justice of the peace in & for said County, do certify that the foregoing deposition of William O. Hall was duly



taken, sworn to, and subscribed before  
me, at the time and place mentioned  
in the preceding Caption. Given under my  
hand this 1<sup>st</sup> day of October 1858.

William Marshall (J.P.)

Justices fee .75¢  
Witnesses attendance .50¢  

---

1.25-



Wesley Ball

vs } Deposition

G. W. M. Ferguson

---

Rec'd of the Justice  
before whom they were  
taken Oct. 1<sup>st</sup> 1858

H. J. Morgan, Clk



Mr George, W, W, Ferguson

Take notice that on, 1<sup>th</sup> day of October 1858  
at Lee court house Lee county Virginia I shall  
proceed to take the Depositions of William, C, Hall,  
& others to be read as evidence on my behalf  
in a certain suit now pending in the county court  
of Lee county Virginia on the chancery side of said  
court in which suit I am plaintiff and you are  
Defendant the taking of said Depositions will if  
necessary be continued from day to day and from  
time to time untill completed September  
20<sup>th</sup> 1858  
Wesley Ball



Virginia Lee County to wit  
This day personally came William W. Daye before  
me Ira Warner a Justice of the peace  
in & for the body of said county and made oath that  
he delivered on the 20 day of September 1858 to  
George W. M. Ferguson a true copy of the within  
notice given under my hand this 20 day of  
September 1858

Ira Warner Jp



Virginia Lee County to-wit, <sup>John H. Allen & James M. Denable</sup>  
This day personally appeared ~~before me~~ before me  
Samuel H. Duff, a Justice of the Peace in & for  
said County & made oath respectively, that they,  
served & returned a Subpoena in the case of Wesley  
Ball against George M. M. Forquesson; the said Denable  
swears that he served said Subpoena on said  
Forquesson, and handed it to John H. Allen; and  
the said John H. Allen swears that he returned  
it to the Clerk's office of Lee County, Virginia.  
Given under my hand, this 12<sup>th</sup> October 1858.  
Samuel H. Duff (J.P.)



W Ball

vs.

} affidavit

G. W. M. Ferguson

filed Oct. 5<sup>th</sup> 1888.

File.



The deposition of John Peters taken on the 10<sup>th</sup> day of August 1858 at the Court House in the Town of Boonville County of Owsley and State of Kentucky, to be read as evidence in an action between Wesley Bell plaintiff and G. W. M. Ferguson defendant pending in the County Court of Lee County Virginia

1<sup>st</sup> Question by Plaintiff  
1<sup>st</sup> Did or not George W M Ferguson leave some notes & accounts with you as Constable

Answer He did.

2<sup>nd</sup> Question What was the amount of Notes & accounts he left in your hands?

Answer Ferguson took my receipt for all except Daniels Strongs account which I dont think I receipted for as Daniel Strong tells me he paid Ferguson the amount of his account

3<sup>rd</sup> By Plaintiff

What amount of Money did you collect on said Notes & accounts?

Answer I collected in all, forty five Dollars and Twenty five cents

4<sup>th</sup> By Same.

Was there or not any money in your hands on the 1<sup>st</sup> day of July 1857, belonging to Ferguson?

Answer There was not.

5<sup>th</sup> By Same

Did or not Ferguson also place an insurance list in your hands for collection?

Answer He did, I have it now in my hands



Question 6<sup>th</sup> By Same

Did or not Old man Hyden collect some money on the Insurance list you hold, of William Stapleton, and if so for what?

Answer He did, and receipted to Mr Stapleton for the amount, which was in payment to Stapleton for Fergusons Board while he was standing his horse in this country

Question 7<sup>th</sup> By Same

Did or not Cornelius Gubbard also pay Old man Hyden the amount he was owing on the Insurance list?

Answer He did and I loaned him part of the money to pay the same

Question 8<sup>th</sup> By Same

Did or not John Hyden have the receipt which you executed to Ferguson and state that she was acting as agent for Ferguson?

Answer He did

Question 9<sup>th</sup> By Same.

Did or not two other men come with your receipt collecting for Ferguson?

Answer They did, and I paid one of them twenty five dollars, which I credited on my receipt.

Question 10<sup>th</sup> By Same

What is the date of the Insurance list Ferguson gave you to collect?

Answer The date is March 10<sup>th</sup> 1854 which the examiner has seen and

The last date of said ~~receipt~~ <sup>Insurance list</sup> is May the 7<sup>th</sup> 1854. and further this deponent saith not. John Peters

The Deposition of J. W. Seale taken at the same time and place to be read as evidence in the said action between Wesley Ball plaintiff and G. W. M. Ferguson Defendant.

Question 1<sup>st</sup> By Plaintiff

Did you or not tell G. W. M. Ferguson that all the debts on his insurance list were good?

Answer I have no recollection of telling him any such a thing

Question 2<sup>nd</sup> By Plaintiff

What is John Peters reputation as a collecting officer

Answer I think it is very good. and further this deponent saith not.

J. W. Seale

State of Kentucky, Curlew County Ist.  
I Samuel A. Chastain Presiding Judge of the Curlew County Court do certify that the foregoing deposition of John Peters and Joseph M. Seale were taken before me and read to and subscribed by them in my presence at the time and place and in the action mentioned in the caption the said Peters and Seale having been first duly sworn by me that the evidence they should give in the action should be the truth the whole truth and nothing but the truth and their statements reduced to writing by me in their presence the plaintiff alone being present at the examination given under my hand this 10<sup>th</sup>



day of August 1858

Samuel A Chastain P. J. 2066

Justices fee for taking deposition \$1.00

Claim of Two Witnesses 50 each 1.00

\$2.00

S. A. Chastain P. J. 2066

Henry Ball

1001 Depositions

George W. H. Ferguson

Received August 13<sup>th</sup> 1858

Sealed

W. A. Morgan, Secy.



Dr. George W. M. Fergerson.

Sir, You will please  
take notice, that on Tuesday, the 10<sup>th</sup> day of August 1858  
at Cusley Court House, in Cusley County,  
Kentucky, I will proceed to take the depositions  
of John Peters & others, to be read as evidence <sup>on my behalf</sup> in  
a certain suit in Chancery, now pending  
in the County Court of Lee County Virginia  
in which I am Plaintiff, and you are  
Defendant. The taking of said depositions  
will be continued from day to day and  
from time to time till completed.

July 19<sup>th</sup> 1858.

Wesley Ball



Virginia Lee County to-wit

This day personally came William M. Saye  
~~before me~~ J. R. Cook a Justice of the  
Peace; in & for said County & made oath that he  
on the 19 day of July 1858, delivered to George  
W. M. Ferguson a true copy of the within.  
Given under my hand, this 19 day of July 1858

J. R. Cook (J. P.)



289  
1.25-  
3.61

THE COMMONWEALTH OF VIRGINIA,

County in the state of Kentucky

TO Any Justice of the Peace of Wesley, Greeting:—

KNOW YOU, that we, trusting to your fidelity and provident circumspection, do require you that, at such certain times and places as you shall appoint, to call and cause to come before you *John Peters and others*

witness *is* on behalf of *Wesley Ball*

in a certain matter of controversy in our Court of Lee county, depending between *Wesley Ball*  
*Plaintiff and George W. M. Ferguson Defendant.*

and *them* diligently examine touching the same in solemn form, on oath or affirmation, and having received  
*their* examination as aforesaid, that you distinctly, plainly, and without delay, send and certify the same  
inclosed into our said Court, together with this writ. Witness, *Henry J. Morgan*, Clerk of our said Court at the  
Court-House, this, *5<sup>th</sup>* day of *August*, 1858, in the *83<sup>rd</sup>* year of the Commonwealth.

*H. J. Morgan, C.C.*



I Henry J. Morgan clerk of the county court of Lu  
county, do hereby certify that Wesley Ball. personally  
appeared before me in my office and made oath  
that John Peters and others, are non-residents of  
this Commonwealth. given under my hand  
this 5<sup>th</sup> day of august 1858.

H. J. Morgan Clk.

W. Ball

vs. { Comorbim

Geo. W. Morgan

Wesley Ball. Dep.

Returned Sealed  
aug. 13<sup>th</sup> 1858  
H. J. Morgan Clk.



The deposition of William Carroll Taken  
at the Court House on the 31<sup>st</sup> day July 1838  
pursuant to notice to be read as evidence on  
behalf of Wesley Ball in a certain suit in  
Chancery now pending in the County Court of  
the County, Virginia in which suit said  
Ball is Plaintiff & George W M Ferguson  
is defendant, -

William. Carroll a witness of lawful age  
after having been first duly sworn deposeseth  
and saith -

Questions by Plaintiff - Tell what you heard  
Ferguson say about the trade of a certain Jack  
Ap

Answer - I was at Daniel Ball's black Smith  
Shop on 'the day the trade was made at which time  
and place Ferguson told me he had bought a  
Jack Ap from Ball and paid One hundred  
'and fifty, or so dollars in papers on other  
persons without recourse and Ball was to pay  
fifteen to him (last January which would be 1838).

Ferguson also said that he would not give in  
Cash \$25. dollars for the papers that he let Ball  
have for he had already been at a great  
deal of trouble about the papers but that Ball  
was to take the papers without recourse on him -

And further this deponent saith not.  
Witness attendance of William Carroll  
Justice Geo 75<sup>th</sup>  
\$125 -

S. S. Bonkett JF

And the further taking of depositions in this case.



21  
is adjourned until the 4<sup>th</sup> day of Sept<sup>r</sup>  
Augt/188 — S. S. Corbett J. P.

The parties met pursuant to adjournment  
on this 4<sup>th</sup> day of August 1888 and  
John D. Sims on the witness of lawful age  
after having been first duly sworn deposed  
and said —

Question by Pltff. — You see among the papers filed in  
this cause, a list of accounts and a receipt of John  
Peters for the Collection of certain notes, which list of  
accounts & receipt was assigned by G. W. M. Ferguson to  
Wesley Ball, as appears by his assignment & signature.  
What conversation occurred between said Ferguson  
and said Ball in relation to them when they  
were assigned, by said Ferguson to said Ball?  
Answer: — I was present at the time Ball & Ferguson  
were about making a trade about a certain Jack  
Ap, and was present when it was concluded —

And saw the papers assigned over to Ball and  
the Jack Ap delivered by Ball to Ferguson  
the papers ~~now~~ <sup>by the Plaintiff</sup> filed marked A. & B. are the  
same papers transferred by Ferguson to Ball  
And at the time the trade was concluded and at the time  
of the assignment of the Receipt of John Peters Ferguson  
entered a credit on the receipt, <sup>for \$11,827</sup> and said that  
was all the credits that ought to be entered on  
the receipt, — there was a credit of \$25,000 entered  
on the receipt before this time —

(The parties both admit that 'credit of \$8,37½  
was entered on the receipt at the time of the trade)  
The witness has some indistinct recollection about  
this credit of \$8,37½ but is not certain whether

3  
it was entered on the receipt at the time of the trade  
or not, but it seems to me it was.

I do not recollect the amount due on the receipt  
but it is my best recollection that the list of accounts  
and the receipt both amounted to something near  
one hundred and fifty dollars it might have  
been a little more or a little less.

Ferguson stated to Ball at the time of the trade  
that he would get some money on the receipt when  
he went after it but how much I don't recollect,  
as to the conversation about the trade there was a  
good deal said by both of the parties but I have  
forgotten the most of it, but perhaps circumstances  
may be brought to my recollection by questions.

Question by Pltff. — Did or not Ferguson say, on that occasion,  
that the money on the balance of said Receipt was in the  
hands of Peters and that Ball could get it whenever he went  
after it? Answer, I can make no other <sup>answer</sup> to this  
question than I have already made. I made a list  
Ferguson stated that the <sup>accounts in the list</sup> ~~list of accounts~~ marked  
B, were not put out for collection but that  
he thought that the most of the accounts were  
good debts.

Question by Pltff. — Was Joel Ferguson present at the time  
the trade was made between the parties?

Answer, It is my recollection that he came up  
about the time Ferguson commenced writing  
the assignment, it is my recollection that Ball  
executed his note after Joel Ferguson came up  
to Geo W M Ferguson for fifteen dollars boot  
between the receipt and marked A, and the accounts  
in the list marked B, on one side and the  
Jack Ap. on the other —



Quest. by deponents — When the amounts in exhibit B. were spoken of, did I not tell the complainant, that I did not know whether the mare put <sup>the horse</sup> on insurance to ~~be paid up~~ had proved to be with foal or not, as I had not been there since, but that the best men about there had put by the insurance?

Answer, — Ferguson told Ball in my presence that the persons whose names are on the exhibit marked B had put their mares by insurance and that Seal had told him most of the mares had proven to be in foal. Ferguson said he had not been there since himself. And further this deponent saith not,

Joan D. Sims

Hiram Kiser an other witness of Caroful ago after having been first duly sworn deposes and saith:

Question by Pltff. — What did Ferguson say to Ball, in relation to the amount which Ball would get on Peter's receipt? What in relation to the amount which he would get on the insurance list, Exhibit (B)? ~~He~~ ~~is~~ ~~not~~ And did, or not, he represent that Ball would get all that was embraced in the receipt after taking off the credits?

Answer, Ferguson said to Ball that he would get some money on the receipt but I do not recollect how much, as to the accounts on exhibit B. I don't recollect anything about that, I do not recollect that Ferguson told Ball that he would get <sup>all</sup> that was due on the face of the receipt after taking off the credits, ~~and~~

Continued to page 5



And further this deponent saith not,  
Hiram Kniser  
mark

I Stephen S. Crockett a Justice in and for the  
County of Lee do hereby certify that the foregoing  
depositions were commenced on the 31<sup>st</sup> day of  
July ~~and~~ at the time and place mentioned  
in the Caption and ~~affidavit~~ continued by  
adjournment until the 4<sup>th</sup> day of August 1858  
at which time and at the place mentioned in  
the Caption the said depositions were duly  
taken sworn to and subscribed before me  
Given under my hand this 4<sup>th</sup> day of August  
1858  
S. S. Crockett J. P.

Hiram Kniser .50¢  
Witness Fee —

Justice Fee  
Three Hours at 75¢  
per Hour — \$2.25-

\$2.75-  
Ant from Page 1. 1.25-  
\$4.00



Depositions of  
William Carroll  
John D. Sims &  
Hiram Kinder

In Suit of  
Ball, V.S. Ferguson  
Canary Coast L.C.,  
Revised of the justice  
before whom the deposition  
was taken the 5<sup>th</sup> day of  
August 1858,

H. J. Morgan, C.C.,



Dr George W. M. Ferguson,

Sir, You will please  
take notice that on The 31<sup>st</sup> day of this  
Month (July) 1858, at See Court House, I will  
proceed to take the depositions of John D. Simms  
and others, to be read as evidence on my be-  
half, in a certain suit in Chancery, now  
pending in the County Court of See County  
Virginia, in which I am Plaintiff and you  
are defendant. The taking of said depositions  
will be continued from day to day & from  
time to time till completed.

July 19<sup>th</sup> 1858

Wesley Ball

Virginia Lee County to-wit,

This day personally came before me, a A. R. Cook of the peace in & for said County, and made oath that on the 19 day of July 1858. he delivered to George W. M. Ferguson a true copy of the within, given under my hand this 19<sup>th</sup> day of July 1858.

William N. Styer

a Justice

A. R. Cook (J.P.)





Together. and further this deponent saith not.  
Matthew B. <sup>his</sup> Daugherty  
mark

Virginia Lee County is-wit,-  
I, William Marshall, a Justice of the Peace, in & for  
the body of said County, do hereby Certify that the  
foregoing deposition of Matthew B. Daugherty was  
duly taken, sworn to & subscribed, before me, on  
the day & at the place mentioned in the preceding  
Caption. Given under my hand, this June 5<sup>th</sup> 1888.  
William Marshall J.P.

Justice fee - 75¢  
notary fee 50

Subscribed  
at the Court House  
in the County of Lee  
State of Virginia  
this 5th day of June  
1888  
W. M. L.



Wesley Ball  
vs { Depositions  
Geo W. M. Ferguson  
Received of the  
Justice below  
where the deposition  
was taken the 15th

June 1858  
J. W. S. Morrison

Mr George W M Fergerson

Take notice that on the  
5<sup>th</sup> day of June 1858 ~~at~~ the Court  
house of Lee County I will proceed  
to take the depositions of John D Sims  
& others (continuing from day to day if  
necessary untill the depositions are  
completed) to be read as evidence upon  
the trial of the suit in chancery now  
pending in the County Court of Lee  
County Va wherein I am Complainant  
and you are Defendant

May 17<sup>th</sup> 1858

Yrs &c  
Wesley Hall



Executed By  
Delivering a  
copy of the  
with is  
Wm W Lutz  
Gans T May  
the 10 1858

The deposition of John Peters taken on the twenty sixth day of June 1858 at the Examiners Office in the Town of Boonville, County of Curles and State of Kentucky to be read as evidence in a suit pending in the Circuit Court for Lee County Virginia between Wesley Ball Plaintiff and G. W. M. Ferguson defendants said deposition being in behalf of the plaintiff as appears from the Commission now before me. Deponent John Peters being first duly sworn and being of lawful age doth depose and saith.

1 Question by plaintiff did or not George W. M. Ferguson leave some notes and accounts with you when you was Constable?

Answer. He did.

2 Question by same. What amount of notes and what amount of accounts.

Ans. The only correct way for that to be answered is that Ferguson has my receipt for the whole amount of cash; which receipt has some 2 or 3 credits endorsed on it.

3 Question by same. What amount of money did you collect on said notes and accounts?

Answer. I do not recollect how much but the credits on the receipt will show. I sent some money by old man Hyden who brought my receipt with him but how much cant say and I afterwards sent \$27 or \$28 by two other men who also had my receipt.

4 Question Did you or not collect all the money on said notes and accounts, and if not why?

Answer. I did not, for the reason that I went out of office.



5<sup>th</sup> Question by same. Were judgments on any of said debts given against Ferguson and if so upon what debts.

Ans I do not know whether any judgments were rendered against him or not.

6<sup>th</sup> Question by same. Was or not another list of accounts put into your hands for collection.

Answer. There was an Insurance list put into my hands.

7<sup>th</sup> Question by same. What was the amount of said Insurance list.

Answer. The amount was in all \$127.87<sup>1/2</sup> but there were several names that failed to be withfoals. I think there were fifteen names that did not prove with foals.

8<sup>th</sup> Question by same. Did you or not see Cornelius Gabbard pay Old Mr Hyden some money on the Insurance list in your hands and if so how much.

Answer. I do. Cornelius Gabbard pay Hyden ten dollars on the Insurance list in my hand and I lent said Gabbard part of the money to pay the same. And Hyden receipted to Gabbard for the amount as well as I recollect. Though I may be mistaken about the receipt.

9<sup>th</sup> Question by same. Was or not John Hyden acting as Agent for Ferguson?

Answer. He brought the receipt and said that Ferguson had sent him to get all the money I had collected for him, and I accordingly paid him the same. And further this deponent saith not.

John Peters

State of Kentucky Curley County Let.  
I Samuel A. Chastain Presiding Judge  
of Curley County do certify that the  
foregoing deposition of John Peters was taken  
before me and was read to and subscribed  
by him in my presence at the time and  
place and in the action mentioned in  
the caption, the said John Peters  
having been first duly sworn that  
the evidence he should give in the  
action should be the truth the whole  
truth and nothing but the truth  
and his statements reduced to writing  
by me in his presence. Neither party  
being present either in person or by  
Attorney Given under my hand this  
26<sup>th</sup> day of June 1858.

S. A. Chastain J. P. C. C.

Received sealed  
on the 7th day of July 1858  
R. M. Morgan & Co.

Wesley Ball  
vs. Disposition  
S. M. Morgan  
Received sealed on the  
7th day of July 1858  
R. M. Morgan & Co.  
H. J. Morgan & Co.



George W. W. Ferguson Esqr.

Take notice that on  
the 26<sup>th</sup> day of June 1858, I shall proceed to take  
the depositions of John Peters and Neill Gabbard,  
at the Court House of Bondley County Kentucky,  
to be read as evidence, on my behalf, in a certain  
suit <sup>in Chancery</sup> now pending in the County Court of Lee  
County Virginia, in which suit I am Plaintiff  
and you are Defendant.

The taking of said depositions will (if  
necessary) be continued from day to day,  
and from time to time untill completed.  
June 5<sup>th</sup>, 1858.

Wesley Ball.

Virginia Lee County to-wit:—

This day personally came Jonathan K. Ball,  
before me. — J. M. Sword, a Justice of the  
Peace, in & for the body of said County & made oath that  
he delivered, on the 7<sup>th</sup> day of June 1858, to George W. M.  
Hergerson, a true copy of the within notice.  
Given under my hand this 7<sup>th</sup> day of June 1858.

J. M. Sword J. P.



THE COMMONWEALTH OF VIRGINIA, *To any Justice of the peace in and*  
*for Shelby county Kentucky*

Greeting:—

KNOW YOU, that we, trusting to your fidelity and provident circumspection, do require you that, at such certain times and places as you shall appoint, to call and cause to come before you *John Peters and*

*Neal Gabbard*

witnesses on behalf of *Wesley Ball*

in a certain matter of controversy in our Court of Lee county, depending between *Said Ball*

*Complainant and George W. M. Fingelson Defendant*

and ~~there~~ *their* diligently examine touching the same in solemn form, on oath or affirmation, and having received examination as aforesaid, that you distinctly, plainly, and without delay, send and certify the same inclosed into our said Court, together with this writ. Witness, J. W. S. MORISON, Clerk of our said Court at the Court-House, this *26<sup>th</sup>* day of *April* 185*8*, in the *8<sup>th</sup>* year of the Commonwealth.

*J. W. S. Morison*

Wesley Ball

vs

Brown

G. W. M. Ferguson

---



Pleas at the town of Jonesville before the county  
court of Lee county on Tuesday the 1<sup>st</sup> day of November  
1858

Virginia Lee County to wit this day personally  
appeared John H. Allen & comes in de facto for  
the Samuel A. Duff justice of the peace and  
did duly and lawfully receive the  
indictment and return a subpoena in the case of Wesley  
Hall against George W. Ferguson the said John H.  
Allen & does that he served said subpoena on said Fergu-  
son and handed it to John H. Allen and the said  
John H. Allen & does that he returned it to the  
office of Lee county Virginia, given under my  
hand & the October 1858. Samuel A. Duff, J.

And at another place the complainant by his cou-  
sel and filed his bill against the defendant, which  
is in these words

to the honorable the county court of Lee county,  
in chancery sitting. The bill of complaint of  
Wesley Hall of said county respectively represents that  
on the 27<sup>th</sup> day of July 1857 some water comes a tri-  
back, which George W. M. Ferguson desired to purchase  
and proposed to give him one in the sum of \$15.00  
for the back in a restables receipt executed to him  
by John Allen for the collection of certain notes and  
accounts therein specified and also in a list of accounts  
as persons which restables receipt and list of  
accounts the said Ferguson represented as being correct  
and true and the said water believed and agreed to take  
them in payment for said back at the said price  
and the said Ferguson on the said 27<sup>th</sup> day of July 1857  
signed the said restables receipt and said list of  
accounts to the said water without any other  
filed as part of this bill marked (A) and (B) the amount  
appearing due on said restables receipt and list



of accounts from the face of the papers over paid for said  
 said the sum of \$15.00 for which sum your orator  
 executed his note to said Ferguson, the said Ferguson  
 represented to your orator that the said constables receipt  
 and list of accounts were good and uncollected and  
 assigned them as aforesaid to your orator and at the  
 time that he assigned them to your orator he the said  
 Ferguson had received most of the money, nearly all that  
 had been due on said constables receipt and list of  
 accounts assigned as aforesaid to your orator for said  
 said and under said misrepresentations the said Ferguson  
 fraudulently obtained from your orator his said check  
 and note for \$15.00 and perpetrated such a fraud upon  
 your orator in the said transaction as under it appears  
 that the said contract should be rescinded and your  
 orator placed in Statu quo, and your orator being  
 without an adequate remedy at common law and  
 available only in a court of equity his prayer therefore is  
 that the said George F. M. Ferguson be made a party  
 defendant to this bill and be required to make full  
 true and perfect answer thereto on oath, that upon a final  
 hearing of the cause a decree be rendered by your worship  
 ipso rescinding the said contract entered into as aforesaid  
 between your orator and said Ferguson and placing  
 your orator in Statu quo. That in the event the said check  
 be disposed of by said Ferguson a decree be rendered in  
 favor of your orator against said Ferguson for the full  
 value of \$15.00 the price of said check with interest thereon  
 from the said 27th day of July 1857. That by the said decree the  
 said Ferguson be compelled to deliver into court the said  
 \$15.00 note of your orator to be cancelled and in the mean time  
 an injunction be granted by your worship to restrain the  
 said Ferguson from proceeding to collect from your orator  
 the said \$15.00 note, and that such other and further relief  
 be extended by your worship to your orator in the

premises as to justice and equity belongs and is suited  
 to the particular circumstances of his case, may it  
 please your worship to grant the same, under the  
 writ of Spem directed &c.

Sworn to in open court      Sheriff S. Lane  
 15th March 1858.      Test, J. M. Morrison, Clk.

Exhibit (A) Received of G. F. M. Ferguson the following  
 list of notes due bills and accounts for which promise  
 to collect or account for as the law directs

One on Joseph Heywood	\$4.00
One on John S. Ash -	Said \$2 4.00
One on Wm (Name worn out)	4.00
One on Samuel Hurley	4.00
One on Daniel Strong	3.00
One on James Thomas	4.00
One on Stephen Gunn	4.00
One on Valentine Cropper	2.00
One on Harden Wood	3.00
One on Heasler -	Said \$1.00 1.00
One on Martin Gordon	1.00
One on William Smith	2.00
One on John Smith	2.00
One on David Hendley	1.00
One on James Turner	1.00
One on Charles Thomas	1.00

This the 11th day of June 1858 your orator  
 James M. Morrison Angel for  
 one account for T. Gilbert 1.00

And the Clerk of which is returned the bill in 1858.  
 And the return except hereby be taken 1st Oct.  
 1858. Recd. by Hyman \$11.82 1/2 - Recd. of Hyman  
 and Hyman, said \$8.00 to Hyman of insurance &c.  
 it also in the back of which is the following statement  
 I depose the within receipt was received by me  
 and the within receipt was received by me



Exhibit B is in the annex file as follows:

William Supton	1	mo	Insurance	3.00
Isaac Ogden	1	mo	do	1.00
Francis Smith	1	mo	do	1.00
W. H. Jackson	1	mo	do	1.00
Henry Kader	3	mo	do	15.00
John Davis	1	mo	do	1.00
William Seals	1	mo	do	5.00
Robert Baker	1	mo	do	11.00
Richard Hurst	1	mo	do	3.00
Richard Beardsley	1	mo	do	2.00
Edward Hincade	1	mo	do	5.00
James Patmore	1	mo	do	5.00
Leah Gabbard	2	mo	do	10.00
Calvin Cunningham	1	mo	do	5.00
Quincy Ward	1	mo	do	5.00
Lucas Gibson	1	mo	do	5.00
Luther K. Meener	3	mo	do	15.00
Smith Seymour	1	mo	do	1.00
Geo. Runnels	1	mo	do	4.00
W. C. Cushman	1	mo	do	4.00
Edw. Thomas	1	mo	do	5.00

See Exhibit A for feeding Horses &c.  
 upon the back of which is the following assignment, to wit:  
 I do assign the within accounts to Wesley Bell as  
 his own right, having no record on me this  
 day of July 1857. — George M. W. Serquesson,  
 Mr. George M. W. Serquesson. Take notice that on the  
 11th day of June 1858 in the court House of Lee County  
 will proceed to take the depositions of John R. Davis  
 & others & continue from day to day & recess upon the  
 the depositions are complete & to be read as & when  
 the trial of the suit in summary was pending in the  
 county court of Lee County Va. wherein Saml. H. Kline  
 & others are defendant, May 11th 1858. Witness  
 Wesley Bell

5

The deposition of Matthew in Court by and in answer taken before William Marshall at the Court on the 5<sup>th</sup> day of June 18<sup>th</sup> pursuant to notice to read a bill in Equity filed in a certain suit in Chancery now pending in the County Court of Lexington Virginia in which said bill is complainant and one John Ferguson is defendant.

Then it was read by a witness at which the witness being duly sworn deposes and says  
Question by Plaintiff, If you know any thing of a trade show a certain packing between the plaintiff Defendant state all the facts in the case within your knowledge and also what you hear about the collection of the debts transferred by Defendant to Plaintiff in consideration of the sale of the said "locks" — Answer by witness,

I went with Mr. Hall to Kentucky, also with him to Mr. Peters a constable who had Ferguson's business in his name, so as to learn that he had come with the money due to Ferguson on the debts in his name. Peters told Plaintiff that he had collected it & that he had collected & had sent it to Ferguson. Plaintiff got it from Peters — Peters told Plaintiff that Ferguson used Peters out on debts that he had not to collect. Peters said that he had warranted for some debts that judgments went against Ferguson & that there were costs in them. Still word by Ferguson, Peters told Plaintiff that he received for collection the list of accounts mentioned in the bill at the same time he executed his receipt to Ferguson. Peters had the original list of accounts and Plaintiff called on him and they compare them together and both of them sign the list. Matthew B. Deane of the peace in and for the County of said County do hereby certify that the foregoing deposition of Matthew B. Deane was duly taken before me as a Subscribed before me on the







William & Anne - strips of paper age after having  
been first duly sworn deposition and oath:

Question of Plaintiff - State what you knew & saw  
by alone the day of a certain Jack Rags,

Answer - I was at Daniel Wall's black Smith Shop  
on the day the trade was made at which time one place  
requered told me he had bought a gun up from Ball  
and paid for it around one fifty odd dollars in paper  
money, some without serials and said said to pay list  
him, last January which would be the 1st of January  
last that he would not give in cash \$5. dollars for the  
gun & that he at Ball's time for he had already won  
a great deal of trouble about the papers but that he  
went to the papers without success so he went  
to the Sheriff's department said that = William & Anne  
me 12

And the further taking of deposition in this case is  
stopped unless the 1st day of August 1888 is "lawfully"  
satisfied that pursuant to adjournment in this  
case of August 1888 and some other times another strip  
of paper age after having been first duly sworn deposition  
and oath - Question by Plaintiff - you saw in  
the papers filed in this case a list of accounts and  
receipts of some items for the collection of certain notes  
which of ~~some~~ list of accounts & receipt was signed  
by William & Anne to Henry Wall as appeared by  
signature & signature, What conversation occurred between  
said Ferguson and said Wall in relation to them and  
they were signed by said Ferguson to said Wall

Answer - I was present at the time Ball & Ferguson  
were about making a trade at the certain Jack Rags and  
went with them it was all closed and saw the  
gun assigned over to Ball, and the rest of the trade  
went to Ferguson, the gun signed by the plaintiff  
and the other items were transferred by  
Ferguson to Ball and the other items were transferred



concluded and at the time of the apportionment of the receipt of John Pites Ferguson entered a credit on the receipt for \$11.87½ and said that was all the credits that ought to be entered on the receipt - then was a credit of \$2.00 entered on the receipt before this time, (The parties both admit that credit of \$8.37½ was entered on the receipt at the time of the trade.) The witness has some indistinct recollection of this credit of \$8.37½ but is not certain whether it was entered on the receipt at the time of the trade or not, but it seems to me it was. - I do not recollect the amount entered on the receipt, but it is my best recollection that the list of accounts and the receipt both amounted to something over one hundred and fifty dollars. It might have been a little more or less. - Ferguson stated to Gall at the time of the Trade that he would get some money on the receipt when he went after it but how much I don't recollect, as to the conversation at the time there was a good deal said by both of the parties but I have forgotten the most of it - but perhaps some instances may be brought to my recollection by questions.

Question by Plaintiff, did you not say on that occasion that the money on the receipt was in the hands of Pites, and that Gall would get it when he went after it? - Answer I can make no other answer to this question than I have already made. Ferguson stated that the accounts in the list marked A were not put out for collection but that he thought that the most of the accounts were good debts.

Question by Plaintiff - Was Gall Ferguson present at the time the trade was made between the parties?

Answer - It is my recollection that he came up about the time Ferguson commenced writing the apportionment, it is my recollection that when we were in the boat when Ferguson came up, to Geo. H. M. Ferguson for fifteen dollars, that between the receipt marked A and the



accounts in the list marked B. on one side and the  
fact up on the other.

Question by Defendant - when the accounts in exhibit B.  
were spoken of did I not tell the complainant that I  
did not know whether the maces put in insurance to the  
line and proved to be with fire or not as I had not  
been there since but that the last man about it was  
put by the insurance. Answer - Argueson told that  
in my presence that the persons whose names were  
the exhibit marked B. had put their maces by insurance  
and that some had told him most of the maces had  
proved to be - in fact Argueson said he had not  
been there since himself, and further this deponent  
saith not.

John A. Jones

Hiram Stinson an other witness of lawful age after  
being first duly sworn, deposes and saith,

Question by Plaintiff - What did Argueson say to Ball  
in relation to the amount which Ball would get or be  
receipt? what in relation to the amount which he would  
get on the insurance list exhibit B. and did or not  
he represent that Ball would get all of it as embodied  
in the receipt after taking off the credits?

Answer - Argueson said to Ball that he would get some  
money on the receipt but I do not recollect how much  
as to the accounts in exhibit B. I don't recollect any thing  
about that. I do not recollect that Argueson told  
Ball that he would get all that was on the face  
of the receipt after taking off the credits, and further  
this deponent saith not.

Hiram Stinson  
Deponent

I Stephen L. Crockett, a Justice in and for the county of  
the do hereby certify that the foregoing proceedings were  
commenced on the 31<sup>st</sup> day of July at the time and place  
mentioned in the caption and continued by adjournment  
until the 2<sup>nd</sup> day of August 1858, at which time and

the place mentioned in the caption the said proceedings  
were duly taken, sworn to and subscribed before me  
given under my hand this 4<sup>th</sup> day of August 1858.

St. Crockett, J. C.

The deposition of John Titus taken on the 10<sup>th</sup> day  
of August 1858, at the Court House in the town of Bertha  
County of Cass and State of Minnesota to be read as  
evidence in an action between Wesley Hall Plaintiff  
and J. M. Ferguson Defendant pending in the County  
Court of St. Lawrence County, Minnesota - 1<sup>st</sup> question by Plaintiff  
1<sup>st</sup> did or not George H. M. Ferguson leave some notes  
& accounts with you as constable - Answer - He did.

2<sup>nd</sup> What was the amount of notes & accounts he left in  
your hands - Answer - Ferguson took my receipt for  
all except Daniel Strong's account which I don't think  
I accepted as Daniel Strong tells me he paid Ferguson  
the amount of his account, - 3<sup>rd</sup> By Plaintiff - What

amount of money did you collect on said notes &  
accounts - Answer - I collected in all forty five  
dollars and twenty five cents, - 4<sup>th</sup> By Same - Was  
there or not any money in your hands on the 1<sup>st</sup>  
day of July 1857, belonging to Ferguson - Answer -

There was not. - 5<sup>th</sup> By Same - Did or not Fergu-  
son also place an insurance list in your hands  
for collection - Answer - He did. I have it now  
in my hand, - 6<sup>th</sup> By Same - Did or not Ball  
man Hyman collect some money on the insurance list  
and hold, of William Stapleton & if so for what,

Answer - He did and receipted to Mr. Stapleton for  
the amount which was in payment to Stapleton for Fer-  
guson's board while he was standing his horse in  
this county. - Question 7<sup>th</sup> By Same - Did or not Per-  
sias Gabbard also pay old man Hyman the amount  
he was owing on the insurance list - Answer - He  
did and I loaned him part of the money to pay the same.



Question 8<sup>th</sup> By Same — Did or not John Hyden receive the receipt which you executed to Ferguson and state that he was acting as agent for Ferguson,

Answer — He did — Question 9<sup>th</sup> By Same — Did or not two other men come with your receipt collection to Sir Ferguson — Answer. They did and I paid

them twenty five dollars which I received in my receipt — Question 10<sup>th</sup> By Same, What is the

date of the Insurance list Ferguson gave you to collect, answer — the date is March 10<sup>th</sup> 1861 which the insurance can be seen and the last date of said insurance list is May the 7<sup>th</sup> 1861 and further this respondent does not

John Tilers,

The Deposition of J. H. Seale taken at the same time and place to be read as evidence in the said action between Wesley Hall plaintiff and Sir Ferguson defendant — Question 11<sup>th</sup> By Plaintiff — Did you not tell Sir J. M. Ferguson, that all the debts in his insurance were good — Answer. — I have no recollection of telling him any such a thing, — Question 12<sup>th</sup> By Same,

What is John Tilers reputation as a collecting officer, answer — I think it is very good and further this deponent saith Not J. H. Seale, State of Kentucky Wesley County set.

I Samuel A. Chastain, residing judge of the Wesley County Court do certify that the foregoing report is a true and correct copy of the deposition taken before me and read and submitted by them in my presence at the time and place and in the action mentioned in the caption the said Tilers and Seale having been first duly sworn by me that the evidence they should give in the action should be the truth the whole truth and nothing but the truth, and their statements reduced to writing by me in their presence the plaintiff alone being present at the examination given under my hand This 10<sup>th</sup> day of August 1861. Samuel A. Chastain Judge.

The Deposition of William O. Hall taken pursuant to notice at the court house of Lee County Virginia, on the 1<sup>st</sup> day of October 1858 to be read as evidence on behalf of Healy Ball in a certain suit in chancery now pending in the County Court of Lee County Virginia wherein said Ball is plaintiff and George M. Whiting is defendant,

William O. Hall being sworn and says

Question by Plaintiff - When you last met at George M. Whiting's farm lot when Plaintiff and defendant were in relation to the exchange of a certain parcel when Plaintiff let defendant have for a receipt in full of a consignment in Kentucky for notes and accounts put into his hands by defendant for collection and a receipt of accounts it is to state what occurred on that occasion & the conversation that took place between the parties in relation to said debts? Answer - I was not present when the parties were at the place the night of the 14<sup>th</sup> afterwards, went home and came to defendant at the mill. He was reading the book, asked him what he gave for him, he replied one hundred fifty dollars. I have no recollection about what was said about the notes & accounts, my recollection is that just after Whiting was not in the lot when I passed through & that I saw him and Plaintiff and defendant there & further this deponent saith that Mr. O. Hall

Virginia Lee County Court.

William Marshall a justice of the peace in and for said county, do certify that the foregoing deposition of William O. Hall was duly taken & is so and subscribed before me at the time and place mentioned in the preceding caption. Given under my hand and seal this 1<sup>st</sup> day of October 1858.

William Marshall J.

And it is further say that at a court of probate



or tried and held for her security at the court house  
thereof on the same day and year first herein  
mentioned about on Tuesday the 10<sup>th</sup> day of November 1857.

me The Respondent by his counsel moved the court to  
dismiss this case upon the ground that no injunction  
had been ~~granted~~ issued in the case except where  
the court was called upon by the plaintiff to  
grant an injunction. The court thereupon  
ordered the case to be set aside and the  
court in such moved the court by his counsel  
to make a larger pro tunc order in the case  
for motion to execute an injunction &c; but in such  
case the court also ordered the case to try the case on its  
merits which stands upon the issue docket for trial, & the  
court sustained the respondents motion and quashed the  
writ and dismissed the case and the court so  
to be stricken from the docket, and thereupon the complainant  
not considering himself aggrieved by the decree of the court  
and expressing the intention to appeal in said case, moved  
the court to suspend the execution of the decree in said  
case for sixty days to enable him to return said appeal,  
and thereupon the court doth order that the execution of  
said decree be suspended for sixty days upon the  
complainant's executing bond with good security and in  
the case directs, which suspending bond was executed  
in court by the complainant with John A. Sharp and  
George B. Milburn his securities, pursuant to said order.

A Copy Teste

Wm. Morgan, C. J.

Copy of Will

Copy record

George W. Lee

---

Shew the execution of  
and with good security  
in the penalty of \$75,  
conditioned as the law  
requires, on appeal  
to be made.

J. Daniel V. Smith  
10 Jan'y. 1851

Wm. M. Lee Co.

1853 May term Judgment of  
County Court reversed & returned in  
this Court.

Wm. M. Lee Co. placed upon the  
case docket by motion of  
Wm. M. Lee Co.

Wm. M. Lee Co.



Recd by Hyden \$11.82 1/2

(18)

Recd of  
Sandlan  
To Hyden  
money

Ezra Michael  
Paid \$8.37 1/2  
- of Insurance

62.91
30.82
25.25
14.99
14.99

114.89
130.89

~~Recd \$20.00~~

Received of G. W. M. Ferguson the following  
list of Notes - Due bills and accounts for  
which I promise to collect or account for  
as The Law directs

one on Joseph, Raymolds	- - -	\$ 4.00
one on John S. Frost	paid \$2	4.00
one on W. M. M. C. S. S. S.	- - -	4.00
one on Samuel Huntley	- - -	4.00
one on Daniel Strong	- - -	3.00
1 on James Thomas	- - -	4.00
1 on Stephen Ginn	- - -	4.00
1 on Valentine Croger	- - -	7.00
1 on Haddon, Caribs	- - -	3.00
1 on Andrew Herd	- - -	4.00
1 on John Sandlan	- - -	1.00
1 on Pleasant Turner	paid \$1.00	1.90
1 on <del>John</del> Brandenburg	- - -	<del>1.00</del>
1 on Martin Anglan	- - -	2.25
1 on William Smith	- - -	2.50
1 on John Smith	- - -	3.33
1 on David Hensley	- - -	3.00
1 on James Farmer	- - -	4.00
1 on Cornelius Bowman	- - -	4.00

This The 11<sup>th</sup> day of June 1851

John Peters 606



I assigne the within Receipt over  
To Wesley Ball as his write having no  
record on me <sup>(July 27<sup>th</sup> 1857)</sup> George W. Ferguson

Wesley Ball  
George W. Ferguson

Know all men by these presents that we  
Mosey Ball and ~~John D. Sharp~~ <sup>George M. Ferguson</sup> are held and  
firmly bound unto George M. M. Ferguson  
in the just and full sum of fifty dollars  
current money of Virginia for the true payment  
of which we bind ourselves our heirs executors  
and administrators jointly & severally firmly by  
these presents. Sealed with our seals and dated  
this the 16th day of November 1858.

The Condition of the above obligation is  
such that whereas the above bound Mosey Ball  
thinks himself aggrieved by the judgment of the  
County Court of Lee County on the 16th day of  
November 1858 in quashing the summons in the  
Chancery suit between Mosey Ball Complainant  
and George M. M. Ferguson defendant and the  
plaintiff having declared his intention to apply  
to the Circuit Court for a writ of Supersedeas  
a suspension of execution on said judgment is  
granted for a term of 60 days upon the plaintiffs  
giving Bond in the penalty of \$500 and thereupon  
the said ~~judgment~~ <sup>plaintiff</sup> ~~is~~ <sup>has</sup> his security. Now if  
the above bound Mosey Ball shall will and truly  
pay unto the said George M. M. Ferguson and all other  
persons all costs and damages which he or they  
may sustain by reason of the suspension of  
said execution then this obligation to be void  
otherwise to remain in full force.

Mosey Ball  
John D. Sharp  
George M. M. Ferguson



• Mesing Ball

o Suspension bond

W. M. Ferguson

William Sapleton	1	mar Insurance	5.00
Isaac Anglen	1	do do	5.00
Francis Smith	1	do do	5.00
B. F. Jackson	1	do do	3.00
Henry Rader	3	do do	12.00
John Browning	1	do do	5.00
William Seals	1	do do	5.00
Robert Baker	1	do do	5.00
Widow Hurst	1	do do	3.00
Widow Mahaffey	1	do do	2.50
Edward Kencade	1	do do	5.00
James Ruten More	1	do do	5.00
Neal Gabbard	2	do paid	10.00
<del>Elizabeth Sandlan</del>	2	do paid	45.00
Malaway, Penington	do	ob	5.00
Zacariah More	1	do do	5.00
Ewing Gipson	1	do do	5.00



Luther Browner <sup>man</sup> Insurance \$15.00  
 Smith Lazenore 1 do do 5.00  
 Fred Runnalls 1 do do 4.00  
 Mc Calhoun 1 do do 4.50  
 Isaac Thomas 1 do do 3.50

Neal Gabbard credit  
 for feeding horse \$1.00

I do agree to within Accounts  
 to Mary Ball as in own right.  
 having no record on the 27th day  
 of July 1857 George Wm Thompson


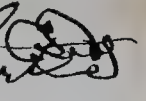
To Jefferson Chandler Constable in Lee County  
You are hereby commanded to summons  
James Abshear John Pott Jr. William Hall  
to appear on the 12 day of this Inst in the  
Town of Jonesville to testify and the truth to  
speak in behalf of George W. M. Dargue's debt  
a gainst. Wesley Ball P.T. in this case a case  
now pending in the ~~County~~ Chancery Court  
in this year shall omit ~~not~~ under the penalty  
of Law made and provided for  
Given under my hand this 11<sup>th</sup> day of  
October 1858

J H Duff J. P.



Executed  
Jefferson Chandler  
Const

\$50 know all men by these presents that we Wesley Ball  
and Andrew Lockhart

Wesley Ball   
Andrew Lockhart 



Know all Men by these Presents, That we *Wesley Ball*

*Wesley Ball and George W. Ferguson*  
are held and firmly bound unto

in the sum of *Twenty Five dollars*

to be

paid unto the said *George W. Ferguson*

executors, administrators or assigns, for the true payment whereof, well and truly to be made, we bind ourselves, our

heirs, executors and administrators, jointly and severally, firmly by these presents. Scaled with our seals, and

dated this *18th* day of *January* 185*9*.

THE CONDITION of the above obligation is such, that whereas, the above bound *Wesley Ball*

*Wesley Ball* hath obtained from the *Judge of the Circuit*

a supersedeas to a decree pronounced by the Circuit Court for the County of Lee, on the  
day of *18th* 18*59*, in a cause in which *Wesley Ball* was

plaintiff and *George W. Ferguson* was

defendant.

NOW IF THE SAID *Wesley Ball*

shall well and truly perform and satisfy the said decree, in case the same shall be affirmed, or the supersedeas be  
dismissed, and also pay all such damages, costs and fees which may be awarded against *him* then this obligation  
to be void, otherwise to remain in full force.

*W. S. Ball* { SEAL. }

*J. W. Sharp* { SEAL. }

17  
S. H. Ferguson  
for 17th day 1855  
M. Hamilton



The Court of the Virginia

In the Spring of the year, 1858,  
a command was made, on all former proceedings  
on a decree of the Court of Lee County, entered on the  
10<sup>th</sup> day of November 1858 by George W. Fencerson against  
John Ball & wife, which decree, which decree  
before the Hon. Judge of the Circuit Court of Lee County,  
for cause of error in the same to be corrected, on the  
petition of John Ball & wife cause to come in the said  
Court Ball having given bond and security, & pursuant to  
which decree the decree aforesaid shall be as in and to the  
said decree, and all such errors shall be corrected against him.

It is also commanded, that you give notice to the said  
George W. Fencerson that he be before the Judge of our  
said Circuit Court of Lee County at the Court House on the  
second day of the next term next then in here to have  
a hearing of the said matter in the Court of said Court  
and to have him there present, which notice shall be  
in the Clerk of our said Court at the Court House on  
31<sup>st</sup> day of March 1859 in the 8<sup>th</sup> year of the Commonwealth.  
W. M. Cinnison Clerk

3 113

the ball  
in *hirsutigeradia*

George V. M. Johnson

2<sup>nd</sup> of May 1869.

April the 19<sup>th</sup> 1859

Executed by Loring  
copy with Sept wife  
and explaining the  
same

S L Saul Jr.



Know all Men by these Presents, That we *Wesley Ball*

are held and firmly bound unto *George W. M. Ferguson*  
in the just and full sum of *Thirty dollars*  
to be paid unto the said *Ferguson his*

certain attorney, *his* executors, administrators or assigns; for the payment whereof, well and truly to be made,  
we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed  
with our seals, and dated this *12th* day of *May* 1859.

THE CONDITION of the above obligation is such, that whereas, the above bound *Wesley Ball*  
hath obtained from the Judge of the Circuit  
Superior Court of ~~Law and Chancery~~ for Lee County, an injunction to stay, until the further order of the said  
Court, all further proceedings on a judgement of the *County*  
Court of ~~Law and Chancery~~ for Lee County, recovered against *him*

by the above named *G. W. M. Ferguson*  
on the *16* day of *November* 1858 for \$ *15.* — with legal interest thereon, from  
the day of 18 till paid, and the costs.

**NOW IF THE SAID**

shall well and truly pay and ratify the judgment aforesaid, and also, all such costs and damages as shall be awarded  
against *him* in case the injunction aforesaid shall be dissolved, then this obligation to be void, otherwise to  
remain in full force and virtue.

*Wesley Ball* { SEAL. }  
*H. S. Kane* { SEAL. }  
*I. D. Sharp* Seal

Wesley Ball  
vs Jny Bond  
G W M Ferguson



Virginia See County to-wit:-

To any Constable of said County to execute

I hereby Cominmand you to Summon  
William O. Hall to appear ~~before~~ at Jones-  
ville See County Virginia at See Court house  
to testify and the truth to speak ~~in a certain~~  
on behalf of Wesley Hall, on the 1<sup>st</sup> day  
of October 1858, in a certain suit in Chancery  
now pending in the County Court of  
See County Virginia wherein said Hall  
is Plaintiff and George W M Ferguson is  
Defendant. And this he shall in no  
wise omit under the penalty of Six-  
teen Dollars. And then & there return  
how you have executed this process.

Given under my hand this 27 day  
of September 1858.

J M Sword JP



I except the Legle Survis of the with  
Summons September the 25<sup>th</sup> 1858

Wm. O. Hall



Lee County its suit  
To William W Sage Constable of the said County  
I command you <sup>to</sup> summon John D Sims, William  
Carnell & Hiram Kincaid to appear at Lee  
Court house in Lee County Va on the  
31<sup>st</sup> day of this month July 1858 to give  
evidence in behalf of Westy Ball who is  
in Law Plaintiff and George W Mc Fergusson  
is Defendant in a suit now depending  
in Chancery in the County Court of Lee  
~~the~~ County Virginia Given under  
my hand this 19<sup>th</sup> day of July 1858

J Polk J.P.

I accept Legal service of the within  
summons July the 19<sup>th</sup> 1858

John T. Sims

~~I~~ I accept Legal serv of the within  
summons July the 22<sup>nd</sup> 1858.

William Curren

~~I~~ I

I accept Legal service of within  
summons July 22<sup>nd</sup> 1858

his  
Hyram Simms  
mark

Wm. Baer

1858

G. W. Dr. Hengerson